

RECORDATION NO. 14869-P FILED  
JUL 08 '04 2-34 PM  
SURFACE TRANSPORTATION BOARD

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OF COUNSEL  
URBAN A. LESTER

July 8, 2004

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Assignment, Assumption and Consent Agreement, dated as of March 14, 2003, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents which were previously filed with the Commission under Recordation Number 14869.

The names and addresses of the parties to the enclosed document are:

Assignor:	Wilmington Trust Company 1100 North Market Street Wilmington, Delaware 19890
Assignee:	FINOVA Capital Corporation 4800 N. Scottsdale Rd. MS 5E10 Scottsdale, Arizona 85251
Lessee:	Cargill, Incorporated 15407 McGinty Road West, MS 78 Wayzata, Minnesota 62062

Mr. Vernon A. Williams  
July 8, 2004  
Page 2

A description of the railroad equipment covered by the enclosed document  
is:

326 railcars:

CRGX 4340 -- CRGX 4515  
CRGX 7050 -- CRGX 7199

A short summary of the document to appear in the index is:

Assignment, Assumption and Consent Agreement.

Also enclosed is a check in the amount of \$30.00 payable to the order of  
the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the  
undersigned.

Very truly yours,



Robert W. Alvord

RWA/anm  
Enclosures

RECORDATION NO.

14869-P  
FILED!

## ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT

MARCH 8 '04

2-34 PM

SURFACE TRANSPORTATION BOARD

~~February 14~~ **MARCH** This ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT dated ~~February 14~~, 2003 (this "Assignment"), made among WILMINGTON TRUST COMPANY, a Delaware Banking Corporation, not in its individual capacity but solely as owner under that certain Trust Agreement dated as of December 15, 1985 ("Assignor"), FINOVA CAPITAL CORPORATION, a Delaware corporation ("Assignee") and CARGILL, INCORPORATED, a Delaware corporation ("Lessee").

## WITNESSETH

WHEREAS, Assignor and Lessee have entered into a Lease of Railroad Equipment dated as of December 15, 1985, as amended by that certain Amendment No. 1 to Lease of Railroad Equipment dated as of March 31, 1986, as supplemented by Lease Supplement No. 1 dated December 30, 1985, Lease Supplement No. 2 dated December 30, 1985, Lease Supplement No. 3 dated March 31, 1986, Lease Supplement No. 4 dated March 31, 1986, as such lease supplements are amended by Amendment to Lease Supplements dated as of October 28, 1997 (collectively, and as at any time further amended or supplemented, the "Lease"), pursuant to which Assignor has leased to Lessee, among other things, the rail cars described on Schedule I attached hereto (the "Rail Cars") and the railcars described on Schedule II attached hereto (the "Released Rail Cars").

WHEREAS, the Assignor is simultaneously herewith transferring to the Assignee, among other things, all of the Assignor's right, title and interest in and to the Rail Cars;

WHEREAS, the Assignor desires to assign all of its rights in and to the Lease to the Assignee and the Assignee desires to assume all of the obligations of the Assignor under the Lease.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

Section 1. Assignment. As of the date hereof, the Assignor hereby sells, assigns, transfers and conveys to the Assignee all of the Assignor's right, title and interest in and to the Lease.

Section 2. Assumption by Assignee. The Assignee hereby accepts the foregoing assignment and, with respect to all periods from (and including) and after the date hereof assumes and agrees to be bound by all the terms of, and to assume and undertake all of the obligations of the Assignor contained in the Lease.

Section 3. Consent The Lessee hereby consents to the assignment and assumption set forth in Sections 1 and 2 above.

Section 4. Extension of Term of Lease. The term of the lease with respect to the Rail Cars is extended until July 3, 2003.

Section 5. Release with respect to Other Rail Cars. If and to the extent any of the Released Rail Cars listed on Schedule II attached hereto have not previously been released from the terms of the Lease, the Assignor, the Assignee and the Lessee hereby release the Released Rail Cars listed on Schedule II (which Released Rail Cars were also previously subject to the terms of the Lease) from the terms of the Lease.

Section 6. Successors and Assigns. This Assignment shall be binding upon, and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors, transferees and assigns.

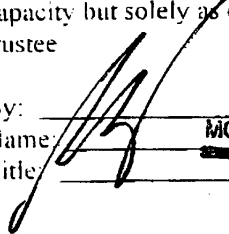
Section 7. Applicable Law. THIS ASSIGNMENT SHALL BE DEEMED TO HAVE BEEN NEGOTIATED AND MADE IN, AND SHALL BE GOVERNED AND INTERPRETED UNDER THE LAWS OF, THE STATE OF ARIZONA APPLICABLE TO AGREEMENTS MADE BY RESIDENTS THEREOF TO BE ENTIRELY PERFORMED THEREIN.

Section 8. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be an original document and all of which together shall constitute but one and the same Assignment.

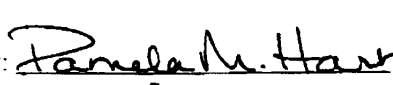
Section 9. Waiver of Trial by Jury. THE PARTIES HEREBY IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT TO ENFORCE ANY PROVISION OF THIS ASSIGNMENT OR ANY AGREEMENT EXECUTED IN CONNECTION HEREWITH.

IN WITNESS WHEREOF, the parties hereto have executed this  
Assignment and Assumption Agreement as of the date first above written.

WILMINGTON TRUST  
COMPANY, not in its individual  
capacity but solely as owner  
trustee

By:   
Name: MONICA M. HENRY  
Title: SENIOR FINANCIAL SERVICES OFFICER

FINOVA CAPITAL CORPORATION

By:   
Name: Pamela M. Har  
Title: Vice President

CARGILL, INCORPORATED

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this  
Assignment and Assumption Agreement as of the date first above written.


WILMINGTON TRUST  
COMPANY, not in its individual  
capacity but solely as owner  
trustee

FINOVA CAPITAL CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CARGILL, INCORPORATED

By:   
Name: RANDI BROWN  
Title: AVP

STATE OF Delaware )  
 COUNTY OF New Castle SS.:

On this 17 day of September, 2002, before me personally appeared **MONICA M. HENRY**, to me personally known, who being by me duly sworn, says that he/she is the Sr. Financial Services Officer of WILMINGTON TRUST COMPANY, that said instrument was signed and sealed on behalf of said corporation, not in its individual capacity but in its capacity as owner trustee, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation, acting not in its individual capacity but as owner trustee.

*Vernessa E. Robinson*

Notary Public  
**VERNESSA E. ROBINSON**  
 NOTARY PUBLIC-DELAWARE  
 My Commission Expires Oct. 26, 2002

[Notarial Seal]

My Commission expires \_\_\_\_\_

STATE OF Arizona )  
 COUNTY OF Maricopa SS.:

On this 17 day of September, 2002, before me personally appeared Pamela M. Hart, to me personally known, who being by me duly sworn, says that he/she is a Vice President of FINOVA CAPITAL CORPORATION, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*Maria C. Gutierrez*

Notary Public



[Notarial Seal]

My Commission expires \_\_\_\_\_

STATE OF )  
 ) SS.:  
COUNTY OF )

On this 14 day of <sup>March</sup>~~February~~, 2003, before me personally appeared Randy Brown, to me personally known, who being by me duly sworn, says that he/she is the Asst Vice President of CARGILL, INCORPORATED, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Debra C. Clarke  
Notary Public

[Notarial Seal]

My Commission expires \_\_\_\_\_





## Schedule I

<u>Descriptions and Quantity</u>	<u>Manufacturer</u>	<u>Identification Nos.</u>	<u>AAR Mechanical Description</u>	<u>DOT Specifications</u>
Oilseed Cars 125	Union Tank Car Co.	CRGX 7050- 7174*	T-105	111A100W-3
Oil Seed Cars 25	Union Tank Car Co.	CRGX 7175-7199	T-104	111A100W-3

\*excluding CRGX 7069, 7088, 7099, 7164, 7135, 7196

Subsequent casualties were:

CRGX 7171

CRGX 7173

## Schedule II

<b><u>Descriptions and Quantity</u></b>	<b><u>Manufacturer</u></b>	<b><u>Identification Nos.</u></b>	<b><u>AAR Mechanical Description</u></b>	<b><u>DOT Specifications</u></b>
Corn Milling Cars 36	Trinity Industries	CRGX 4340-4375*	T-104	111A100W-3
Corn Milling Cars 20	Union Tank Car Co.	CRGX 4376-4389* CRGX 4390-4393* CRGX 4395, 4400	T-104	111A100W-3
Corn Milling Cars 46	AFC Industries	CRGX 4416-4426 CRGX 4428-4453 CRGX 4456, 4457 CRGX 4459-4465	T-104	111A100W-3
Corn Milling Cars 20	Union Tank Car Co.	CRGX 4394 4396-4399 4401-4415*	T-104	111A100W-3
Corn Milling Cars 4	AFC Industries	CRGX 4427, 4454, 4455, 4458	T-104	111A100W-3
Corn Milling Cars 50	Coca Cola	CRGX 4466-4515*	T-104	111A100W-1

\*excluding CRGX 4391, 4379, 4368, 4383, 4482 and 4502

4436, 4497, 4404

**CERTIFICATION**

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: \_\_\_\_\_

7/8/04



\_\_\_\_\_  
Robert W. Alvord